

Arbitration Agreement

You may voluntarily agree to submit your disputes with PFGBEST to arbitration. If you sign this agreement, you may have agreed to submit all future disputes with PFGBEST to arbitration if such disputes involve commodity futures contracts, commodity options contracts or currency forex transactions.

If you sign this agreement and a dispute arises you will have a choice of at least “3” qualified arbitration forums. You will be provided with a list of such forums when you notify PFGBEST that you intend to submit a dispute to arbitration or when PFGBEST notifies you that PFGBEST intends to submit a dispute to arbitration. Please note that in the Customer Agreement, you have agreed that the venue for all arbitration proceedings shall be within the City of Chicago, State of Illinois. PFGBEST may elect to collect any deficit balance by instigating a court proceeding against you regardless of whether you have signed this Arbitration Agreement.

If a dispute is submitted to arbitration, you will have the right to have the dispute heard by a mixed panel. A mixed panel is composed of one or more arbitrators where the single arbitrator or a majority of the arbitrators are not associated with any contract market, the members of any contract market, or the employees of members of any contract market. If the dispute is heard by a registered futures association, a mixed panel will be composed of a majority of arbitrators who are not associated with the registered futures association, its members, or the employees of its members. If you choose to have a dispute heard by a mixed panel, PFGBEST will pay any incremental fees which may be assessed by the arbitration forum for providing a mixed panel, except that you may be required to pay such fees if the arbitrators in the proceeding decide that you acted in bad faith in initiating or conducting the proceeding.

Three forums exist for the resolution of commodity disputes: civil court litigation, reparations at the Commodity Futures Trading Commission (CFTC), and arbitration conducted by a self-regulatory or other private organization.

The CFTC recognizes that the opportunity to settle disputes by arbitration may in some cases provide many benefits to Customers, including the ability to obtain an expeditious and final resolution of disputes without incurring substantial costs. The CFTC requires, however, that each Customer individually examine the relative merits of arbitration and that your consent to this arbitration agreement be voluntary.

By signing this agreement, you: (1) may be waiving your right to sue in a court of law; and (2) are agreeing to be bound by arbitration of any claims or counterclaims you or PFGBEST may submit to arbitration under this agreement. You are not, however, waiving your right to elect instead to petition the CFTC to institute reparation proceedings under Section 14 of the Commodity Exchange Act with respect to any dispute which may be arbitrated pursuant to this agreement. In the event a dispute arises, you will be notified if PFGBEST intends to submit the dispute to arbitration. If you believe a violation of the Commodity Exchange Act is involved, and if you prefer to request a Section 14 “reparations” proceeding before the CFTC, you will have 45 days from the date of such notice in which to make that election.

You need not sign this arbitration agreement to open an account with PFGBEST. See 17 CFR 166.5.

Arbitration Agreement Acknowledgement

The undersigned hereby agrees to submit all disputes with PFGBEST to Arbitration. (Attach a copy of this page for additional Customer Signatures.)

X _____
Customer Signature

Print Name _____ Date _____

X _____
Customer Signature

Print Name _____ Date _____

Accepted:
By PFGBEST

Authorized Individual

Date